

WACCAMAW TRANSPORT (FORMER)

**1106 S. SECOND ST.
WILMINGTON, NC
NONCD0002838**

NEW HANOVER COUNTY, NC

Parcel ID: R05413-017-009-000

DB: 5363/715

Waccamaw Transport, Inc. a North Carolina Corporation, the former owner of this property, sold the property to John Pucci and wife, Janet Pucci, in 2008. The current mailing address for Waccamaw Transport, Inc. is:

Rogers H. Clark, Registered Agent

P. O. Box 469

Clinton, NC 28329

Current owner address is:

John Pucci and Janet Pucci

615 South Front Street

Wilmington, NC 28401

Tax Bills go to:

John Pucci and Janet Pucci

615 South Front Street

Wilmington, NC 28401

Deed history 3/1/1978 to 6/26/2012:

12/10/08 5363/715 Waccamaw Transport, Inc. to John Pucci and Janet Pucci – 4 Tracts including Second Street and Front Street.

6/2/78 1133/1372 Marian W. Kimrey, et.al, to Waccamaw Transport, Inc. – 1/3 interest in 3 tracts plus business personal property, Second Street.

3/1/78 1126/1580 Milton L. Fisher, et.al, to Waccamaw Transport, Inc. – 2/3 interest in 3 tracts plus business personal property, Second Street.

3/1/78

**1126/1577 Milton L. Fisher and Mabel C. Fisher to
Waccamaw Transport, Inc. – Front Street property, part of
Lot 3, Block 3.**

Out-conveyances checked 6/26/2012



North Carolina Department of Environment and Natural Resources
Division of Waste Management

Beverly Eaves Perdue
Governor

Dexter R. Matthews
Director

Dee Freeman
Secretary

December 13, 2011

Mr. Rogers Clark, Registered Agent
Waccamaw Transport, Inc.
932 US Hwy 421 North
Clinton, NC 28329

Re: Inactive Hazardous Waste Sites Priority List
Waccawmaw Transport (Former)
Wilmington, New Hanover County

Dear Mr. Clark:

The site listed above has been included on the October 2011 Inactive Hazardous Waste Sites Priority List (Priority List) in accordance with North Carolina General Statutes Section 130A-310.2. The Priority List is a list of sites where uncontrolled disposal, spills, or releases of hazardous substances have been identified. A special priority system (North Carolina Administrative Code Title 15A Subchapter 13C Section 0.200) is used to rank the sites in decreasing order of danger to public health and the environment.

This letter is being sent to you to fulfill our statutory duty to notify those who own and those who at present are known to be responsible for each site on the Priority List. A copy of the Priority List with each site's rank appearing in the right-hand column is available at <http://portal.ncdenr.org/web/wm/sf/sfavailabledocs> under the Site Inventory heading. This list is in alphabetical order by site name to make it easier for you to locate your score.

Any responsible party that has not already done so, must take the initial abatement actions required under North Carolina groundwater quality regulations (15A NCAC 2L). Pursuant to 15A NCAC 2L .0106(b), any person conducting or controlling an activity which results in the discharge of a waste or hazardous substance to the groundwater of the State, or in proximity thereto, shall take immediate action to terminate and control the discharge, and mitigate any hazards resulting from exposure to the pollutants. Pursuant to 15A NCAC 2L .0106(c), if groundwater standards have been exceeded, a responsible party must take immediate action to eliminate the source or sources of contamination. Beyond initial abatement actions, all assessment and cleanup will be done through the Inactive Hazardous Sites Response Act (N.C.G.S. 130A-310) authority.

Under the Inactive Hazardous Sites Response Act, persons who move forward to assess and clean up contamination, without being compelled to do so through formal legal action filed against them, are called "volunteers." To participate in the Inactive Hazardous Sites Branch's voluntary cleanup program, you will be required to enter into an administrative agreement with the Branch. If a responsible party or owner wishes to voluntarily perform a site cleanup, they should first complete a Site Cleanup Questionnaire available at <http://portal.ncdenr.org/web/wm/sf/sfavailabledocs> under the Forms heading. The voluntary cleanup will proceed through the Registered Environmental Consultant Program or under direct oversight by the Branch Staff, as discussed below.

The Branch has a privatized oversight arm of the voluntary cleanup program known as the Registered Environmental Consultant ("REC") program. Based on the responses provided on the questionnaire (degree of hazard and public interest in the site), the Branch will determine whether a staff person or an REC will perform the oversight and approval of your assessment and cleanup action. Please note that having one or more of the conditions identified on the questionnaire does not necessarily preclude the site for qualifying for an REC-directed cleanup action.

Under the REC program, the volunteer hires an environmental consulting firm, which the State has approved as having met certain qualifications, to implement a cleanup and certify that the work is being performed in compliance with regulations. In other words, the REC's certifications of compliance are in place of direct oversight by the Branch. Details of the REC program can be found at <http://portal.ncdenr.org/web/wm/sf/ihs/recprogram>. If you have any questions specific to the REC Program, including how to participate, please contact the REC Program Manager, Kim Caulk, at (919) 707-8350.

If the Branch determines that the site should be assessed and cleaned up with direct State oversight, it will not be eligible for a REC-directed cleanup. Rather, the cleanup action will receive direct oversight by Branch staff.

Failure of a responsible party to take the initial abatement steps required in 15A NCAC 2L may result in the assessment of a civil penalty against that responsible party. In addition, the Branch may seek an injunction compelling compliance with the initial abatement steps required in 15A NCAC 2L. For future work beyond the initial abatement steps required pursuant to 15A NCAC 2L, a unilateral Order may be issued pursuant to N.C.G.S. 130A-310.3 to compel assessment and cleanup.

If you have any questions, you may contact Bruce Parris, Western Regional Supervisor at (704) 235-2185, John Walch, Eastern Regional Supervisor at (919) 707-8356 or me at (919) 707-8327. You can view a Branch regional map at <http://portal.ncdenr.org/web/wm/sf/ihs/ihsregmap> to determine if your site lies in the western or eastern region. Those who are interested in reviewing the Superfund Section's files on any of these sites may contact Scott Ross at (919) 707-8272, to schedule an appointment. You may also contact Mr. Ross if you do not have access to the internet and would like to request a copy of the Priority List be mailed to you.

Sincerely,



Charlotte V. Jesneck, Head
Inactive Hazardous Site Branch
Superfund Section

CVJ/slbb(SPLMERGELTR_2011.DOCX)

<http://www.default.nhcgov.com/servlet/com.esri.esrimap.Esrimap?ServiceName=overview...> 6/20/2012

New Hanover County

[NHC Tax Home](#) > [Register of Deeds Home](#)

[Home](#) [Property Records](#)

Owner	Address	Parcel ID	Advanced
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Profile

Sales

Residential

Commercial

Misc. Improvements

Permits

Land

Values

Agricultural

Sketch

Full Legal

Exemptions

Sub-parcel(s) Info

Original Parcel Info

▶ Parcel Map

PARID: R05413-017-009-000
PUCCI JOHN JANET

1106 2ND ST S

CURRENT RECORD

1 of 1



Last GIS Data Update: 2-May-2012

Data Copyright New Hanover County [Disclaimer] [Privacy Policy] Last Updated: 18 Jun 2012

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PARID: R05413-017-009-000
PUCCI JOHN JANET

1106 2ND ST S

Parcel

Alt ID	311716 83 6019.000
Address	1106 S 2ND ST
Unit	
City	WILMINGTON
Zip Code	-
Neighborhood	CHD02
Class	COM-Commercial
Land Use Code	762-Auto Repair Service
Living Units	
Acres	.3569
Zoning	LM-LIGHT INDUSTRIAL

Legal

Legal Description	E 3 BLK 3
Tax District	WM

Owners

Owner	PUCCI JOHN JANET
City	WILMINGTON
State	NC
Country	
Zip	28401

THE DATA IS FROM 2012

Sales

Sale Date	Sale Price	Grantee	Grantor	Book	Page	Sale Key
10-DEC-08	\$275,000	PUCCI JOHN JANET	WACCAMAW TRANSPORT INC	5363	715	439743
01-MAR-78	\$0	WACCAMAW TRANSPORT INC	* NOT IN SYSTEM *	1126	1580	164951

Sale Details

Sale Date	10-DEC-08
Sale Key	439743
Sale Price	\$275,000.00
Grantee	PUCCI JOHN JANET
Grantor	WACCAMAW TRANSPORT INC
Sale Source	S-Signed Verification Letter
Book	5363
Page	715
Sale Validity	V-Verified for Use
Sale Type	IMPROVED
Sale Flag	
STEB	A
Instrument #	
Instrument Type	Warranty Deed
Adj. Reason	
Adj. Price	238000
Adj. Amount	37000

1 of 2

Commercial

Card	1
Building Number	1
Structure Code/Description	AG-AG
Improvement Name	
Units	1
Year Built	1937
Effective Year Built	1975
Grade	D
Class	C-COM
Other Improvements	
Other Imp Value	
Total Under Roof	3240
Building Factor	1
Percent Complete	%
Percent Good	56%
Notes	

Other Feature Details

Card	1
Int/Ext Line	1
Area	0
Measurement 1	1
Measurement 2	64
Identical Units	1

1 of 2

Summary of Interior/Exterior Data

Card	Line Number	Section	From Floor	To Floor	Area
1	1	1	01	01	2,952
1	2	2	01	01	288

Interior/Exterior Details

1 of 2

Card	1
Line Number	1
Section	1
From Floor	01
To Floor	01
Area	2,952
Use Group	AG
Class	
Physical Condition	F
Construction	1-1
Wall Height	12
Interior Wall	2-2
Air	0-0
Plumbing	0-0
Units	
Functional Depr.	
Economic Depr	

Summary of All Other Features

Card	Int/Ext Line	Area
1	1	0
1	1	0

THE DATA IS FROM 2012

Misc. Improvements

Card	Desc	Year Built	Grade	Width	Length	Area
1	FEN-FEN	1937	C	1	1	300

THE DATA IS FROM 2012

Values

Year	2012
Total Land	\$57,900
Total Buildings	\$94,100
Appraised Total	\$152,000

MARKET VALUE SHOWN - EXEMPTIONS TO BE REFLECTED IN AUG BILLS

THE DATA IS FROM 2012

PARID: R05413-017-009-000

PUCCI JOHN JANET

1106 2ND ST S

Sales

Sale Date	Sale Price	Grantee	Grantor	Book	Page	Sale Key
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Sale Details

1 of 2

Sale Date	10-DEC-08
Sale Key	439743
Sale Price	\$275,000.00
Grantee	PUCCI JOHN JANET
Grantor	WACCAMAW TRANSPORT INC
Sale Source	S-Signed Verification Letter
Book	5363
Page	715
Sale Validity	V-Verified for Use
Sale Type	IMPROVED
Sale Flag	
STEB	A
Instrument #	
Instrument Type	Warranty Deed
Adj. Reason	
Adj. Price	238000
Adj. Amount	37000

PARID: R05413-017-009-000
PUCCI JOHN JANET

1106 2ND ST S

Sales

Sale Date	Sale Price	Grantee	Grantor	Book	Page	Sale Key
10-DEC-08	\$275,000	PUCCI JOHN JANET	WACCAMAW TRANSPORT INC	5363	715	439743
01-MAR-78	\$0	WACCAMAW TRANSPORT INC	* NOT IN SYSTEM *	1126	1580	164951

Sale Details

2 of 2

Sale Date	01-MAR-78
Sale Key	164951
Sale Price	\$0.00
Grantee	WACCAMAW TRANSPORT INC
Grantor	* NOT IN SYSTEM *
Sale Source	D-Deed Stamps (Unverified)
Book	1126
Page	1580
Sale Validity	U-Unqualified
Sale Type	VACANT
Sale Flag	
STEB	
Instrument #	
Instrument Type	Unknown Instrument Type
Adj. Reason	
Adj. Price	
Adj. Amount	

Business Corporation Annual Report

Name of Business Corporation: **WACCAMAW TRANSPORT, INC**

Secretary of State ID: **0156623**

State of Formation:

Fiscal Year Ending: **12-31-11**

☐ I hereby certify that an annual report completed in its entirety has been submitted and the information requested below (required by NCGS 55-16-22) has not changed and is therefore complete.

Section A: Registered Agent's Information

1. Name of Registered Agent: **ROGERS H CLARK**

2. Signature of the New Registered Agent:

3. Registered Office Street Address & County

**932 US HIGHWAY 421 NORTH
CLINTON NC 28328**

(Signature constitutes consent to the appointment)

4. Registered Office Mailing Address

**PO BOX 469/HWY 421 NORTH
CLINTON, NC 28329**

Section B: Principal Office Information

1. Description of Nature of Business: **PETROLEUM TRANSPORT**

2. Principal Office Phone Number: **(910) 592-4177**

3. Principal Office Email:

4. Principal Office Street Address & County

**932 US HIGHWAY 421 NORTH
CLINTON NC 28328**

5. Principal Office Mailing Address

**PO BOX 469/HWY 421 NORTH
CLINTON, NC 28329**

Section C: Officers (Enter additional Officers in Section E.)

Name: **ROGERS H. CLARK**

Name: **DAVID K. CLARK**

Name: **H. MANLY CLARK, III**

Title: **PRESIDENT**

Title: **SECRETARY/TREASURER**

Title: **VICE-PRESIDENT**

Address:

**PO BOX 469
CLINTON, NC 28328**

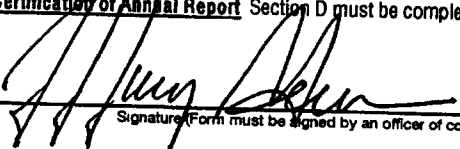
Address:

**PO BOX 469
CLINTON, NC 28328**

ADDRESS:

**PO BOX 469
CLINTON, NC 28328**

Section D: Certification of Annual Report Section D must be completed in its entirety by a person/business entity.



Signature (Form must be signed by an officer of corporation)

CFO

3/15/12

Date

JEFFREY P SMITH

Print or Type Name of Officer

CFO

Title

Date: 6/27/2012

Click here to:

[View Document Filings](#) | [File an Annual Report](#) | [Print a pre-populated Annual Report Form](#) | [Amended A Previous Annual Report](#) |Corporation Names

Name	Name Type
NC WACCAMAW TRANSPORT, INC.	LEGAL

Business Corporation Information

SOSID:	0156623
Status:	Current-Active
Effective Date:	12/13/1977
Annual Report Due Date:	
Citizenship:	DOMESTIC
State of Inc.:	NC
Duration:	PERPETUAL
Annual Report Status:	CURRENT

Registered Agent

Agent Name:	CLARK, ROGERS H
Office Address:	932 US HWY 421 NORTH P O BOX 617 CLINTON NC 28328

Mailing Address:	P O BOX 469 HWY 421 NORTH CLINTON NC 28329
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Principal Office

Office Address:	932 US HWY 421 NORTH P O BOX 617 CLINTON NC 28328
------------------------	---

Mailing Address:	P O BOX 469 CLINTON NC 28329
-------------------------	---------------------------------

Officers

Title:	PRESIDENT
Name:	ROGERS H CLARK
Business Address:	P O BOX 469 CLINTON NC 28329

Title:	TREASURER/SECRETARY
Name:	DAVID K. CLARK
Business Address:	P O BOX 469 CLINTON NC 28329

Title:	VICE PRESIDENT
Name:	H. MANLY CLARK III
Business Address:	P O BOX 469 CLINTON NC 28329

Stock

Class	Shares	No Par Value	Par Value
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COMMON CLASS A VOTING	1000	YES	N/A
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COMMON CLASS B NON VOTING	99000	YES	N/A
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This website is provided to the public as a part of the Secretary of State Knowledge Base (SOSKB) system. Version:
3023

CD-479 (39)
11-22-10

Business Corporation North Carolina Annual

This report may be filed online at the Secretary of State website: www.sosnc.com

SOSID: 0156623
Date Filed: 5/12/2011 3:49:00 PM
Elaine F. Marshall
North Carolina Secretary of State

CA201121701315

Name of Business Corporation: **WACCAMAW TRANSPORT, INC**

Fiscal Year Ending: **12-31-10**
Month / Day / Year

State of Incorporation: **NC**

Secretary of State ID Number: **0156623**

☐ I hereby certify that an annual report completed in its entirety has been submitted and the information requested below (required by NCGS 55-16-22) has not changed and is therefore complete.

Nature of Business:

PETROLEUM TRANSPORT

Registered Agent:

ROGERS H CLARK

Registered Office Mailing Address:

PO BOX 469/HWY 421 NORTH

County: **CLINTON, NC 28329**

State:

ZIP Code:

Registered Office Street Address:

932 US HIGHWAY 421 NORTH

County: **CLINTON, NC 28328**

State:

ZIP Code:

Signature of New Registered Agent:

(Signature constitutes consent to the appointment)

Principal Office Telephone Number:

(910) 592-4177

Principal Office Mailing Address:

PO BOX 469/HWY 421 NORTH

City:

State:

ZIP Code:

CLINTON, NC 28329

Principal Office Street Address:

932 US HIGHWAY 421 NORTH

City:

State:

ZIP Code:

CLINTON, NC 28328

Name, Title, and Business Address of Principal Officers:

Name:

ROGERS H. CLARK

Title:

PRESIDENT

Address: **PO BOX 469**

CLINTON, NC 28328

City:

State:

ZIP:

Name:

DAVID K. CLARK

Title:

SECRETARY/TREASURER

Address: **PO BOX 469**

CLINTON, NC 28328

City:

State:

ZIP:

Name:

H. MANLY CLARK, III

Title:

VICE-PRESIDENT

Address: **PO BOX 469**

CLINTON, NC 28328

City:

State:

ZIP:

Certification of annual report (Must be completed by all Business Corporations).

Rogers H. Clark
Signature (Form must be signed by an officer of corporation)

ROGERS H. CLARK
Type or Print Name

03/15/11
Date

PRESIDENT
Title

3
20
550



SFOR REGISTRATION REGISTER OF DEED:
JENNIFER H. MACNEISH
NEW HANOVER COUNTY, NC
2008 DEC 10 04:20:17 PM
BK:5363 PG:715-718 FEE:\$20.00
NC REV STAMP:\$550.00
INSTRUMENT # 2008046018

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: 550.00

Parcel Identifier No. R05413-017-009-000 Verified by _____ County on the _____ day of _____, 20____
By: R05413-017-004-000

Mail/Box to: M. SCOTT BOYLES

This instrument was prepared by: Harold W. Berry, Jr. *****WITHOUT TITLE SEARCH*****

Brief description for the Index: _____

THIS DEED made this 10th day of December, 2007, by and between

GRANTOR

Waccamaw Transport, Inc.
P. O. Box 469
Clinton, NC 28329

GRANTEE

John Pucci and wife, Janet Pucci
615 South Front St.
Wilmington, NC 28401

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Wilmington, _____ Township, New Hanover County, North Carolina and more particularly described as follows:

SEE ATTACHED EXHIBIT A

The property hereinabove described was acquired by Grantor by instrument recorded in Book _____
page _____.

A map showing the above described property is recorded in Plat Book _____ page _____.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions;

2007 Ad Valorem Taxes
Easements and restrictions of record

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

WACCAMAW TRANSPORT, INC.

(Entity Name)

By: Rogers H. Clark, Jr.

Title: PRESIDENT

By: _____

Title: _____

By: _____

Title: _____

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____

_____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public

State of North Carolina - County of Sampson

I, the undersigned Notary Public of the County and State aforesaid, certify that Rogers H. Clark personally appeared before me this day and acknowledged that he is the PRESIDENT of WACCAMAW TRANSPORT, INC., a corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable) and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its _____ day of December, 2008.

My Commission Expires: February 15, 2013

Notary Public

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____

Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public

The foregoing Certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By: _____ Register of Deeds for _____ County
Deputy/Assistant - Register of Deeds

EXHIBIT A

REAL PROPERTY:

FIRST TRACT: BEGINNING at a point in the western line of Second Street, 165 feet north from the northwest intersection of Second and Marsteller Streets, running thence westwardly and parallel with Marsteller Street 165 feet; thence northwardly and parallel with Second Street 33 feet; thence eastwardly and parallel with Marsteller Street 165 feet to the western line of Second Street; thence southwardly along the said western line of Second Street 33 feet to the POINT OF BEGINNING, and being a part of Lot No. 4 in Block No. 3 according to the official plan of the City of Wilmington, North Carolina.

SECOND TRACT: BEGINNING at a point in the western line of Second Street, 198 feet northwardly from the intersection of the said western line of Second Street with the northern line of Marsteller Street, running thence northwardly along said line of Second Street 33 feet; thence westwardly parallel with Marsteller Street 82-1/2 feet; thence southwardly parallel with Second Street 33 feet; thence eastwardly parallel with Marsteller Street 82-1/2 feet to the POINT OF BEGINNING, the same being part of Lot No. 3, in Block No. 3, according to the official plan of the City of Wilmington, North Carolina.

THIRD TRACT: BEGINNING in the western line of Second Street 231 feet northwardly from the northern line of Marsteller Street; runs thence westwardly and parallel with Marsteller Street 82-1/2 feet; thence southwardly and parallel with Second Street 33 feet; thence westwardly and parallel with Marsteller Street 67-1/2 feet; thence northwardly and parallel with Second Street 66 feet; thence eastwardly and parallel with Marsteller Street 150 feet to the western line of Second Street; thence southwardly with said western line of Second Street 33 feet to the POINT OF BEGINNING, together with the right-of-way over a 30 foot alley lying west of the above described property and an alley lying to the north and adjoining the property.

Fourth Tract: Beginning at a point in the eastern line of Front Street 165 feet Southwardly from its intersection with the southern line of Meares Street and running thence Southwardly along said eastern line of Front Street 33 feet; thence Eastwardly and parallel with Meares Street 150 feet; thence Northwardly and parallel with Front Street 33 feet; thence Westwardly and parallel with Meares Street 150 feet to the eastern line of Front Street, the point of Beginning; the same being part of Lot 3 in Block 3 according to the official plan of the City of Wilmington, NC.

NO PERSONAL PROPERTY IS CONVEYED



JENNIFER H. MACNEISH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 12/10/2008 04:20:17 PM

Book: RE 5363 **Page:** 715-718

Document No.: 2008046018

DEED 4 PGS \$20.00

NC REAL ESTATE EXCISE TAX: \$550.00

Recorder: CARTER, CAROLYN

State of North Carolina, County of New Hanover

**YELLOW PROBATE SHEET IS A VITAL PART OF YOUR RECORDED DOCUMENT.
PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.**

2008046018

2008046018

550
2650

BOOK PAGE
1133 1372

ADMITTED TO RECORD
BOOK _____
FILE NO. _____

JUN 30 2 09 PM '76

NORTH CAROLINA

NEW HANOVER COUNTY

DEED AND BILL OF SALE

LOIS C. LERAY
REGISTRAR
NEW HANOVER CO., N.C.

THIS DEED made and entered into this the 31st day of December, 1977, by and between MARIAN W. KIMREY, Executor of the Estate of Hardin S. Kimrey, deceased, MARCEL B. HUMBER, Trustee of the trust created under Item Three of the Last Will and Testament of Hardin S. Kimrey, deceased, MARIAN W. KIMREY, individually, of Sampson and Guilford Counties, North Carolina, ANN KIMREY HUMBER of Falls Church, Virginia, MARY DONNA KIMREY NIELSEN of Orange County, North Carolina, and JAMES NELLO MARTIN, Commissioner, of Sampson County, North Carolina, parties of the first part to WACCAMAW TRANSPORT, INC., a North Carolina corporation having its principal office in Bladen County, North Carolina, party of the second part;

WITNESSETH:

64

THAT WHEREAS HARDIN S. KIMREY died on the 15th day of November, 1969, seized and possessed of a one-third (1/3) interest in WACCAMAW OIL TRANSPORT COMPANY, a partnership; and

WHEREAS he left a Last Will and Testament which was duly probated in the Office of the Clerk of Superior Court of Sampson County, North Carolina; and

WHEREAS by Special Proceeding entitled "Marian W. Kimrey, Executor of the Hardin S. Kimrey Estate, Marian W. Kimrey, individually, Ann Kimrey Humber and Mary Donna Kimrey Nielsen -vs- Carolyn Kimrey, incompetent" pending before the Clerk of Superior Court of Sampson County, North Carolina Court File Number 78-SP-101, the Court has authorized and approved the sale of the one-third (1/3) interest in the partnership of WACCAMAW OIL TRANSPORT COMPANY and has appointed JAMES NELLO MARTIN Commissioner of this Court for the purpose of releasing any interest of CAROLYN KIMREY in the property hereinafter described; and

WHEREAS the real estate herein described was owned by the said partnership;

NOW, therefore, the parties of the first part, for and in consideration of the sum of Twenty-Six Thousand Ten and 57/100 Dollars (\$26,010.57), paid by cash and by Note, the receipt of which is hereby acknowledged, have bargained and sold and by these presents do bargain, sell and convey unto the said party of the second part, its successors and assigns a one-third (1/3) undivided interest in all the assets and property, real and personal, of WACCAMAW OIL TRANSPORT COMPANY, a partnership, and more particularly described as follows:

REAL PROPERTY:

FIRST TRACT: BEGINNING at a point in the western line of Second Street, 165 feet north from the northwest intersection of Second and Marsteller Streets, running thence westwardly and parallel with Marsteller Street 165 feet; thence northwardly and parallel with Second Street 33 feet; thence eastwardly and parallel with Marsteller Street 165 feet to the western line of Second Street; thence southwardly along the said western line of Second Street 33 feet to the POINT OF BEGINNING, and being a part of Lot No. 4 in Block No. 3 according to the official plan of the City of Wilmington, North Carolina.

SECOND TRACT: BEGINNING at a point in the western line of Second Street, 198 feet northwardly from the intersection of the said western line of Second Street with the northern line of Marsteller Street, running thence northwardly along said line of Second Street 33 feet; thence westwardly parallel with Marsteller Street 82-1/2 feet; thence southwardly parallel with Second Street 33 feet; thence eastwardly parallel with Marsteller Street 82-1/2 feet to the POINT OF BEGINNING, the same being part of Lot No. 3, in Block No. 3, according to the official plan of the City of Wilmington, North Carolina.

THIRD TRACT: BEGINNING in the western line of Second Street 231 feet northwardly from the northern line of Marsteller Street; runs thence westwardly and parallel with Marsteller Street 82-1/2 feet; thence southwardly and parallel with Second Street 33 feet; thence westwardly and parallel with Marsteller Street 67-1/2 feet; thence northwardly and parallel with Second Street 66 feet; thence eastwardly and parallel with Marsteller Street 150 feet to the western line of Second Street; thence southwardly with said western line of Second Street 33 feet to the POINT OF BEGINNING, together with the right-of-way over a 30 foot alley lying west of the above described property and an alley lying to the north and adjoining the property.



PERSONAL PROPERTY:

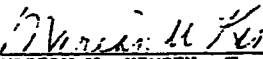
All assets of the said partnership, including, but not limited thereto, to cash on hand, cash in bank, Accounts Receivables, Notes Receivables, equipment, stock, fixtures and all other tangible and intangible property of the said partnership.


TO HAVE AND TO HOLD the aforesaid real and personal property, together with all privileges and appurtenances thereunto belonging to the said party of the second part, its successors and assigns, in fee simple absolute.

As part of the consideration for this conveyance the said corporation, party of the second part, assumes and agrees to pay all debts and liabilities of said partnership, WACCAMAW OIL TRANSPORT COMPANY, including the 1978 taxes on the assets of the corporation. It is understood and agreed that this sale is to be treated as effective as on December 31, 1977, and that the parties of the first part were not entitled to any of the income from the partnership after said date.

The parties of the first part, with the exception of said Commissioner, warrant and covenant with the party of the second part, its successors and assigns, that they have in no way personally encumbered any of the aforesaid property and that they do warrant that they are the owners of a one-third (1/3) interest in the property of the said partnership subject to the debts of said partnership.

IN TESTIMONY WHEREOF the parties of the first part do hereunto set their hands and seals the day and year first above written.


MARIAN W. KIMREY, Executor
of Hardin S. Kimrey Estate


MARCEL B. HUMBER, Trustee of
trust created under Item III
of the Last Will and Testament
of Hardin S. Kimrey, deceased


MARIAN W. KIMREY

Ann Kimrey Humber
ANN KIMREY HUMBER

Mary Donna Kimrey Nielsen (SEAL)
MARY DONNA KIMREY NIELSEN

James Nello Martin (SEAL)
JAMES NELLO MARTIN, Commissioner

STATE OF NORTH CAROLINA

COUNTY OF SAMPSON

I, Stephanie A. Barefoot, a Notary Public, in
and for said county and state, do hereby certify that
MARIAN W. KIMREY, Executor of the Hardin S. Kimrey Estate,
MARCEL B. HUMBER, Trustee of the trust created under Item
III of the Last Will and Testament of Hardin S. Kimrey,
deceased, MARIAN W. KIMREY, individually, ANN KIMREY HUMBER,
MARY DONNA KIMREY NIELSEN and JAMES NELLO MARTIN, Commissioner,
personally appeared before me this day and acknowledged the
due execution of the foregoing instrument for the purposes
therein expressed.

WITNESS my hand and notarial seal, this 30th day of

June, 1978.

Stephanie A. Barefoot
NOTARY PUBLIC

My commission expires: 6-13-81



STATE OF NORTH CAROLINA

New Hanover County

The foregoing Certificate of _____

Stephanie A. Barefoot,

a Notary Public _____
is certified to be correct.

This the 30 day of June, 1978

Drawn By Out of County---

Lois C. LeRay, Register of Deeds

Dorlene Clark, Deputy

Received and Recorded
6/30/78 at 2:09 PM

Lois C. LeRay
Register of Deeds

650
50

ADMITTED TO RECORD
BOOK 1126 PAGE 1580

MAR 1 2 59 PM '78

LOIS CLARK
REGISTRAR
NEW HANOVER CO., N.C.

BOOK 1126 PAGE 1580

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

WARRANTY DEED

THIS DEED, made and entered into this the 30th day of January, 1978, by and between MILTON L. FISHER and his wife, MABEL C. FISHER, H. MANLEY CLARK, JR. and his wife, FRANCES C. CLARK, DAVID K. CLARK and his wife, MIRIAM M. CLARK, GILES R. CLARK and his wife, DOTTIE M. CLARK, of the County of Bladen, State of North Carolina, and ROGERS H. CLARK and his wife, BILLIE L. CLARK, of the County of Sampson, State of North Carolina, being partners and heretofore doing business as WACCAMAW OIL TRANSPORT COMPANY, of Elizabethtown, North Carolina, GRANTORS, and WACCAMAW TRANSPORT, INC., a North Carolina corporation having its principal office in Bladen County, North Carolina, GRANTEE.

31

W I T N E S S E T H:

THAT said Grantors for and in consideration of the sum of Ten Dollars (\$10.00) each, and other valuable considerations to them in hand paid by said Grantee, the receipt whereof is hereby acknowledged, have bargained and sold and by these presents do hereby bargain, sell and convey unto said Grantee, its successors and assigns forever, in the following undivided and unequal shares or proportions as follows: Milton L. Fisher and his wife, Mabel C. Fisher, one-third (1/3); H. Manley Clark, Jr. and his wife, Frances C. Clark, one-twelfth (1/12); David K. Clark and his wife, Miriam M. Clark, one-twelfth (1/12); Giles R. Clark and his wife, Dottie M. Clark, one-twelfth (1/12); and Rogers H. Clark and his wife, Billie L. Clark, one-twelfth (1/12), to those lots or parcels of land in the County of New Hanover, State of North Carolina, bounded and described as follows:

FIRST TRACT: Beginning at a point in the Western line of Second Street, one hundred and sixty five (165) feet North from the Northwest intersection of Second and Marsteller Streets, running thence Westwardly and parallel with Marsteller Street one hundred and sixty five (165) feet; thence Northwardly and parallel with Second Street thirty three (33) feet; thence Eastwardly and parallel with Marsteller Street one hundred and sixty five (165) feet to the Western line of Second Street; thence Southwardly along the said Western line of Second Street thirty three (33) feet to the point of beginning, and being a part of Lot No. 4 in Block No. 3 according to the official plan of the City of Wilmington, North Carolina.

SECOND TRACT: Beginning at a point in the Western line of Second Street, one hundred and ninety-eight (198) feet Northwardly from the intersection of the said Western line of Second Street with the northern line of Marsteller Street, running thence Northwardly along said line of Second Street, thirty-three (33) feet; thence Westwardly parallel with Marsteller Street, eighty-two and one-half (82-1/2) feet; thence Southwardly parallel with Second Street, thirty-three (33) feet; thence Eastwardly parallel with Marsteller Street eighty-two and one-half (82-1/2) feet to the point of beginning, the same being part of Lot No. 3, in Block No. 3, according to the official plan of the City of Wilmington, North Carolina.

THIRD TRACT: Beginning in the Western line of Second Street two hundred and thirty-one (231) feet Northwardly from the Northern line of Marsteller Street; runs thence Westwardly and parallel with Marsteller Street, eighty-two and one-half (82-1/2) feet; thence Southwardly and parallel with Second Street thirty-three (33) feet; thence Westwardly and parallel with Marsteller Street sixty-seven and one-half (67-1/2) feet; thence Northwardly and parallel with Second Street sixty-six (66) feet; thence Eastwardly and parallel with Marsteller Street one hundred and fifty (150) feet to the Western line of Second Street; thence Southwardly with said Western line of Second Street thirty-three (33) feet to the point of beginning, together with the right of way over a thirty (30) foot alley lying West of the above described property and an alley lying to the North and adjoining the property.

Subject to the ad valorem taxes on said land or premises for the year 1978, which the Grantee assumes and agrees to pay.

TO HAVE AND TO HOLD the above granted and described premises, together with all and singular, the rights, privileges, easements, tenements and appurtenances thereunto belonging, or in anywise appertaining unto the said Grantee, its successors and assigns, in fee simple, forever, in the proportions set forth above.

And the Grantors, for themselves, their heirs, executors and administrators, do covenant to and with the said Grantee, its successors and assigns, that they are seized in fee of the above granted and described premises, and they have good right to sell

and convey the undivided interests as set forth above in fee simple; that the same are free and clear from any and all encumbrances, except for taxes mentioned above; and that they will and their heirs, executors and administrators shall warrant and defend the title to the same against the lawful claims and demands of any and all persons whomsoever.

IN TESTIMONY WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first above written.

Milton L. Fisher (SEAL)
Milton L. Fisher

Mabel C. Fisher (SEAL)
Mabel C. Fisher

H. Manley Clark, Jr. (SEAL)
H. Manley Clark, Jr.

Frances C. Clark (SEAL)
Frances C. Clark

David K. Clark (SEAL)
David K. Clark

Miriam M. Clark (SEAL)
Miriam M. Clark

Giles R. Clark (SEAL)
Giles R. Clark

Dottie M. Clark (SEAL)
Dottie M. Clark


Rogers H. Clark (SEAL)
Rogers H. Clark

Billie L. Clark (SEAL)
Billie L. Clark

STATE OF NORTH CAROLINA
COUNTY OF Bladen

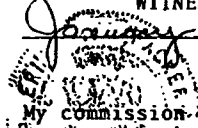
I, Lawrence Packer, a Notary Public, do hereby certify that Milton L. Fisher and his wife, Mabel C. Fisher,

personally appeared before me this day and acknowledged the due execution of the foregoing Warranty Deed.

WITNESS my hand and official seal this the 30 day of January, 1978.

Ernestine Packer
 Notary Public
 My commission expires: 5-6-80


STATE OF NORTH CAROLINA
 COUNTY OF Bladen

I, Ernestine Packer, a Notary Public, do hereby certify that H. Manley Clark, Jr. and his wife, Frances C. Clark, personally appeared before me this day and acknowledged the due execution of the foregoing Warranty Deed.

WITNESS my hand and official seal this the 30 day of January, 1978.

Ernestine Packer
 Notary Public
 My commission expires: 5-6-80


STATE OF NORTH CAROLINA
 COUNTY OF Bladen

I, Ernestine Packer, a Notary Public, do hereby certify that David K. Clark and his wife, Miriam M. Clark, personally appeared before me this day and acknowledged the due execution of the foregoing Warranty Deed.

WITNESS my hand and official seal this the 30 day of January, 1978.

Ernestine Packer
 Notary Public
 My commission expires: 5-6-80

STATE OF NORTH CAROLINA
 COUNTY OF Bladen

I, Ernestine Packer, a Notary Public, do hereby certify that Giles R. Clark and his wife, Dottie M. Clark, personally appeared before me this day and acknowledged the due execution of the foregoing Warranty Deed.

WITNESS my hand and official seal this the 30 day of January, 1978.

Ernestine Packer
 Notary Public
 My commission expires: 5-6-80

BOOK 1126 PAGE 1584

STATE OF NORTH CAROLINA
COUNTY OF Bladen

I, Ernestine Parker a Notary Public, do hereby certify that Rogers H. Clark and his wife, Billie L. Clark, personally appeared before me this day and acknowledged the due execution of the foregoing Warranty Deed.

WITNESS my hand and official seal this the 30 day of January, 1978.



My Commission expires: 5-6-80

Ernestine Parker
Notary Public

STATE OF NORTH CAROLINA, New Hanover County

The Foregoing Certificate(s) of Ernestine Parker, a Notary Public

(is/are) certified to be correct.

This 1 day of March, A.D. 19 78.

Drawn By Carter & Carter

Lois C. LeRay, Register of Deeds

Barbara J. Clark, Deputy

Received and Recorded
3/1/78 at 2:59 P.M.

Lois C. LeRay
Register of Deeds DL

Drawn by:

Carter & Carter

4-50
90

ADMITTED TO RECORD
BOOK _____ PAGE _____

MAR 1 2 59 PM '78

LOIS CLERAY
REGISTRAR
NEW HANOVER CO., N.C.
WARRANTY DEED

BOOK 1126 PAGE 1577

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

THIS DEED, made this the 27th day of January, 1978, by MILTON L. FISHER, Trustee, of Bladen County, North Carolina, and MILTON L. FISHER and his wife, MABEL C. FISHER, of said county and state, GRANTORS, to WACCAMAW TRANSPORT, INC., a corporation having its principal office in said county and state, GRANTEE.

W I T N E S S E T H:

THAT said Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to them in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do hereby bargain, sell and convey unto said Grantee and its successors and assigns forever, that certain lot or parcel of land in Wilmington Township, New Hanover County, North Carolina, described as follows:

30

Beginning at a point in the eastern line of Front Street 165 feet Southwardly from its intersection with the southern line of Meares Street and running thence Southwardly along said eastern line of Front Street 33 feet; thence Eastwardly and parallel with Meares Street 150 feet; thence Northwardly and parallel with Front Street 33 feet; thence Westwardly and parallel with Meares Street 150 feet to the eastern line of Front Street, the point of Beginning; the same being part of Lot 3 in Block 3 according to the official plan of the City of Wilmington, N. C.

Subject to the ad valorem taxes on said land and premises for the year 1978 which the Grantee assumes and agrees to pay.

TO HAVE AND TO HOLD the above described land and premises together with all of the rights, privileges and appurtenances thereunto belonging or in anywise appertaining unto the Grantee and its successors and assigns in fee simple forever.

And the Grantors, for themselves, their heirs, executors and administrators, do hereby covenant with the Grantee and its

BOOK 1126 PAGE 1578

successors and assigns that they are seized of said land and premises in fee, that they have the right to sell and convey the same in fee simple, that the same are free from all liens and encumbrances except the taxes mentioned above, and that they will and their heirs, executors and administrators shall warrant and defend the title to the same against the lawful claims and demands of all persons whomsoever.

IN TESTIMONY WHEREOF, the said Grantors have hereunto set their hands and affixed their seals the day and year first above written.

Milton L. Fisher (SEAL)
Milton L. Fisher, Trustee

Milton L. Fisher (SEAL)
Milton L. Fisher

Mabel C. Fisher (SEAL)
Mabel C. Fisher

STATE OF NORTH CAROLINA

COUNTY OF Bladen

I, Kenneth Packer, a Notary Public, do hereby certify that Milton L. Fisher, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing Warranty Deed.

WITNESS my hand and official seal this the 27th day of

January, 1978.



Kenneth Packer
Notary Public

My commission expires: 5-6-80

STATE OF NORTH CAROLINA

COUNTY OF Bladen

I, Kenneth Packer, a Notary Public, do hereby certify that Milton L. Fisher and his wife, Mabel C. Fisher,

BOOK 1126 PAGE 1579

personally appeared before me this day and acknowledged the due execution of the foregoing Warranty Deed.

WITNESS my hand and official seal this the 27th day of

January, 1978.



Ernestine Packer
Notary Public

My commission expires: 5-6-80

STATE OF NORTH CAROLINA, New Hanover County

The foregoing Certificate(s) of Ernestine Packer, a Notary Public

(is/are) certified to be correct.

This 1 day of March, A.D., 19 78.

Drawn By Carter & Carter

Lois C. LeRay, Register of Deeds

By Shirley G. Clark, Deputy

Received and Recorded
3/1/78 at 2:59 P.M.

Lois C. LeRay
Register of Deeds PC

Drawn by:

Carter & Carter

New Hanover County Register of Deeds


Jennifer H. MacNeish, Registrar

Official Public Records


Search Criteria

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
Grantor: PUCCI, JOHN (Lastname, Firstname) 

Type: PERSON 

Role: 

Grantee: (Lastname, Firstname) 

Type: 

Role: 

Date Filed From: To: (mm/dd/yyyy)

Instrument # From: To:

Book: Page:

Subdivision: 

Document Type:  Select a Type

Search

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Permanent Index From 01/01/1995 to 06/25/2012

Temporary Index From 06/26/2012 to 06/27/2012

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NO DUPTS 6/27/2012

New Hanover County Register of Deeds

Jennifer H. MacNeish, Registrar

Official Public Records

Before Standard Indexing Rules of 1/1/1995




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Criteria: Grantee Begins with WACCAMAW TRANSPORT

Search Results - 3 matches

Displaying Records 1 to 3

Instrument Number	Book-Page	Date Filed	Document Type	Grantor (+) = More Names	Grantee (+) = More Names	Legal Description	Image
0078001827	1126 - 1577	03/01/1978	DEED	FISHER MILTON L	WACCAMAW TRANSPORT INC	PT L3 BL 3 CITY	
0078001828	1126 - 1580	03/01/1978	DEED	CLARK DAVID K	WACCAMAW TRANSPORT INC	PT LTS3&4 BL 3 CITY & ADJ TR	
0078006402	1133 - 1372	06/30/1978	DEED	HUMBER ANN K	WACCAMAW TRANSPORT INC	3 TRSRE DEED & PT INT	

For issues with this software, please check the [FAQ](#)

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1600
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BOOK

PAGE

1790

0884

STATE OF NORTH CAROLINA

Tax Parcel No. R05409016008000

COUNTY OF NEW HANOVER

STORMWATER MANAGEMENT FACILITY
INSPECTION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of March, 1994, by and between John Michael Pucci and Janet Mary Pucci ("Permittee") and the City of Wilmington, a North Carolina municipal corporation ("City").
P.O. Box 1810, Wilmington

000134

W I T N E S S E T H:

WHEREAS, the City has adopted a Stormwater Management Ordinance applicable to the property of the permittee described in that deed recorded in Deed Book 1710 at Page 0921 of the New Hanover County Registry; and

WHEREAS, such ordinance requires the permittee to obtain a stormwater discharge permit prior to the commencement of any development activities as described in the ordinance; and

WHEREAS, the permittee has prepared plans for a private on-site stormwater management facility to satisfy the requirements of the ordinance; and

WHEREAS, as a condition of the issuance of a stormwater discharge permit, the permittee is required to enter into a written inspection and maintenance agreement providing for the continued maintenance of the facility.

NOW, THEREFORE, for and in consideration of the premises and the issuance by the City of a stormwater discharge permit for development activities on the above-described property, the permittee does hereby covenant and agree with the City that the

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341-7820

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above-described property shall be held, sold, and encumbered and conveyed subject to the covenants and conditions set forth herein.

COVENANTS AND CONDITIONS

1. Inspection and Maintenance of Facilities. The permittee agrees to undertake and provide the following inspection and maintenance of the stormwater management facilities:
 - a. Grassing around any detention/retention facility shall be maintained to prevent the erosion of these areas. The areas shall be periodically mowed to maintain the aesthetic quality of the site and to prevent a reduction in capacity of the stormwater system. Grass on slopes should not exceed a height of 15 inches.
 - b. Open ditches shall be kept free of undesirable growth and mowed or maintained to the design cross-section and area as shown on the Stormwater Management Plan approved by the City and on file in the office of the City Engineer. Growth on the slopes and bottom should not exceed a height of 8 inches.
 - c. Landscaping of the area around the detention/retention facility shall not reduce the capacity or hinder operation and maintenance of the stormwater system.
 - d. The facility shall be routinely checked for and cleared of all accumulation of debris and the detention/retention facility outlet structure cleared of any blockage that is present.

e. Storm drainage pipes and culverts shall be periodically inspected for debris and sand build-up. They shall be cleaned as necessary to provide for the free conveyance of stormwater as designed.

f. The detention/retention facility shall be maintained at the design depth as shown on the Stormwater Management Plan approved by the City and on file in the office of the City Engineer. The pond shall be inspected on a regular basis but not less than every six months. Debris and sedimentation shall be removed if:

1. The primary outlet capacity is impaired and/or;
2. The depth of the facility is more than one foot above the original facility depth or facility volume is reduced by 25% of the design impoundment volume.

g. Landscaping shall be maintained to ensure that landscape materials live and prosper.

2. Payment of Maintenance Expense. The permittee covenants and agrees to pay all costs of maintenance of the stormwater management facility as set forth in this agreement.

3. Right of Inspection by City. The permittee hereby grants to the City the right, privilege and easement over the property of the permittee as described above for the purpose of inspecting the stormwater management facility and for the purpose of correcting, repairing, replacing or maintaining the facility as provided in paragraph 4 herein. This right, privilege and easement is appurtenant to and runs with the land now owned by the permittee.

4. Remedies for Violations of Covenants.

(a) If the permittee shall fail to maintain or repair the stormwater management facility as set forth herein, the City may order the permittee to undertake the necessary repair or maintenance. If the permittee shall fail to comply with such order within thirty (30) days from the date thereof, the City may enter the property and perform all necessary work to place the facility in proper working condition. The full cost of performing the work shall be a lien on the property as provided by G.S. 160A-193. The owners of all property served by the facility shall be jointly and severally responsible to the City for the maintenance of the facility and liable for any costs incurred by the City pursuant to this paragraph.

(b) The City shall have the right to bring an action and recover sums due, damages, injunctive relief, and/or such other and further relief as may be just and appropriate.

(c) The remedies provided by this paragraph are cumulative, and are in addition to any other remedies provided by law.

5. No Waiver of Breach. In the event of a breach of any term of this agreement, any delay or failure on the part of the City to exercise any rights, powers or remedies herein provided, shall not be construed as a waiver thereof or acquiescence therein.

6. Amendments. This agreement may be amended, revised or modified by the permittee only with the prior written approval of the City.

1790 0888
7. Binding Effect. The conditions and restrictions set

forth herein shall run with the land and shall bind the permittee and its successors and assigns; and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with the City, with its successors and assigns, and with each of them to conform to and observe said conditions and restrictions. The City shall be deemed a beneficiary of the conditions and restrictions set forth herein and such conditions and restrictions shall run in favor of the City.

8. Warranties of Title. The permittee covenants and warrants that it is lawfully seized and possessed of the property described above; and that it has good right and lawful authority to enter into this agreement for the purposes herein expressed.

9. Interpretation. Use of the masculine gender herein includes the feminine and neuter, and the singular number used herein shall equally include the plural. The captions preceding the various provisions of this agreement are for the convenience of reference only, and shall not be used as an aid in interpretation of construction of this agreement.

10. Severability. Invalidity of any one of these covenants or conditions by judgment or order of any court shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the permittee has hereunto set its hand and seal, the date and year first above written.

PERMITTEE:

X Janet Mary Lucas (SEAL)
X John Michael Lucas (SEAL)

RECORDED AND VERIFIED
MARY SUE BOTS
REGISTER OF DEEDS
NEW HANOVER CO. NC.

APPROVED AS TO FORM BOOK
John Pucci 90
City Attorney

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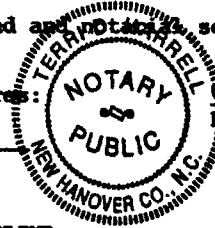
STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, the undersigned Notary Public, do hereby certify that
X Janet Mary Pucci personally
appeared before me, and acknowledged the due execution of the
foregoing instrument.

Witness my hand and notarial seal, this the 29th day of
March, 1990.

My Commission Expires:
7/8/96



Terri D. Harrell
Notary Public

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, the undersigned Notary Public, do hereby certify that
X John Michael Pucci personally
appeared before me, and acknowledged the due execution of the
foregoing instrument.

Witness my hand and notarial seal, this the 29th day of
March, 1990.

My Commission Expires:
7/8/96



Terri D. Harrell
Notary Public

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

The foregoing certificates
and _____
be correct.

This the _____ day of _____

REGISTE

By: _____

STATE OF NORTH CAROLINA
New Hanover County
The Foregoing / Appended Certificate(s) of

to

Terri D. Harrell

Notary (Notaries) Public is/ are certified
to be correct.

TY

This the 12 day of July, 1994

Mary Sue Bots, Registered Deeds

by 2 H 182

Deputy / Assistant